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10-6-1974

Colonial Stores Incorporated and Retail Clerks, AFL-CIO, Local 204 (1974)

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Colonial Stores Incorporated and Retail Clerks, AFL-CIO, Local 204 (1974)

Location

NC

Effective Date

10-6-1974

Expiration Date

10-3-1976

Number of Workers

1350

Employer

Food Employers, Inc.

Union

Retail Clerks

Union Local

204

NAICS

44

Sector

P

Item ID

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1974 - 1976

AGREEMENTBETWEENRALEIGH DIVISIONCOLONIAL STORES INCORPORATEDANDRETAIL CLERKS LOCAL NO. 204

MAY 09 1975

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AGREEMENT

This Agreement entered into between the Raleigh Division COLONIAL STORES INCORPORATED of Raleigh, North Carolina, hereinafter designated as the Employer, and the Retail Clerks Local No. 204, chartered by the RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO, hereinafter designated as the Union.

ARTICLE 1. INTENT AND PURPOSE

The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

ARTICLE 2. COVERAGE

The Union shall be the sole and exclusive bargaining agent for all employees in the classifications listed in Article 15 of this Agreement (but excluding specifically the store manager, assistant store manager, all employees of the meat department, and all supervisors as defined by the National Labor Relations Act as amended in 1947) in the retail food stores of the Employer in the counties listed in Appendix "A".

ARTICLE 3. SHOP CONDITIONS

E14
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(a) During the first thirty-one (31) days of employment a new employee shall be on a trial basis. The Employer may discharge any new employee during said trial period for any reason whatsoever, and there shall be no right of appeal to the grievance and arbitration procedure by either the employee or the Union. However, after thirty-one (31) days of employment the employee's seniority date shall revert back to the beginning date of his last employment.

E22
1
(b) No employee shall participate in or carry on Union duties or activities during working hours except as provided for in this Agreement; however, no employee shall be discriminated against by the Employer for upholding Union principles or engaging in activities of the Union as provided for in this Agreement.

E11
3
(c) The Employer will deduct Union initiation fees and dues not more often than once each week from the pay of employees who are members of the Union, and who individually and voluntarily certify in writing, an authorization for such amounts certified by the Local Union. The Local Union will indemnify the Employer for all claims arising out of the Employer's compliance with the check-off procedure. The company will not remit to the Union more often than once per month.

ARTICLE 3.

SHOP CONDITIONS (continued)

(d) In the interest of promoting Company cooperative relations, the store manager will introduce each new employee in his store to the Union Shop Steward within one (1) week after the new employee reports to work. At this meeting, which shall take place during working hours, the Shop Steward shall give the new employee a copy of the contract and shall explain its operations. The Shop Steward may answer any questions the new employee asks him, may request the new employee to join the Union and may make arrangements for the new employee to become a member. Within one (1) week of transfer, the store manager will advise the Steward of any employee transferred into the store.

(e) In the event that Section 14 (b) of the Taft-Hartley Act is repealed, the Employer agrees to meet with the Union within thirty (30) days to negotiate on the issue of Union Security. In the event that no agreement on Union Security has been reached by sixty (60) days following the repeal of Section 14 (b), the No Strike, No Lockout clause shall be waived.

ARTICLE 4.

MANAGEMENT RIGHTS

E12
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The management of the business and the direction of the employees including the right to plan, direct, and control store operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to introduce new or improved methods or facilities and the right to establish and maintain reasonable rules and regulations covering the operations of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer, provided that this right shall be exercised with due regard for the rights of the employee and that it shall not be used for discriminating against any employee. Grievances arising in connection herewith shall be adjusted in accordance with pertinent provision of this Agreement.

ARTICLE 5.

UNION COOPERATION

(a) The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job and all other reasonable rules and regulations established by the Employer.

H42
1
(b) The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores and in caring for equipment and machinery.

(c) The Union agrees to cooperate in correcting inefficiencies of employees which might otherwise necessitate discharge.

ARTICLE 5.

UNION COOPERATION (continued).

(d) The Union recognizes the need for improved methods and output in the interest of the employees and the business, and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

(e) The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

ARTICLE 6.

DISPUTE PROCEDURE

E15
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G25
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(a) The Union shall have the right to designate a Steward for each store. The Shop Steward shall be a full-time employee and will be the last employee to be transferred or laid off in the store when reducing the work force, providing such employee can perform the available work. The Union shall submit to the Employer in writing the names of all such Stewards. The authority of the Stewards shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of this collective bargaining agreement; and the handling of such Union business as may be delegated to them from time to time by the Union. A Steward does not have the authority to call a strike, work stoppage, slow down, refusal to handle goods, or any other interference with the Employer's business. The Steward shall obtain permission before leaving his work to investigate or present grievances. Permission will be granted except when it would interfere with customer service or the efficient operation of the Employer's business. The Steward is not to use his position as Shop Steward to avoid performing his duties to his Employer.

(b) The Employer and the Union shall make a sincere effort to promptly settle any differences, disputes or complaints arising over the interpretation or application of the contents of this Agreement through the following steps:

Step 1. By conference between the aggrieved employee, the Steward, or Union Representative, and the store manager, within three (3) weeks after the happening of the event causing the grievance. If the grievance is not settled within three (3) days, it shall be processed in Step 2. The store manager shall write his position on the grievance when requested to do so.

Step 2. The Union shall submit in writing all known facts pertaining to the grievance and a conference shall be held between the Steward, the Chief Steward, and/or the Union Representative along with the employee if he so desires, and the store manager, and/or District Manager.

ARTICLE 6.

DISPUTE PROCEDURE (continued).

If the grievance is not settled within five (5) working days it shall be processed in Step 3. The District Manager shall write his position on the grievance when requested to do so.

Step 3. By conference between the Union Representative, the Division Manager of Stores Operations and/or the Division Employee Relations Manager. If the grievance is not settled within five (5) working days, it shall be processed in Step 4.

E59
Step 4. By a conference between representatives of the Union and a representative of the Corporate Labor Relations Department, or other representatives of the Employer so delegated by the Employer. If the grievance is not settled within five (5) working days it may, upon the request of the Union or the Employer, be referred to arbitration.

E66
(c) The Board of Arbitration shall consist of one person appointed by the Union and one person appointed by the Employer. If the representative of the Union and the representative of the Employer fail to satisfactorily settle the complaint within forty-eight (48) hours, those two persons shall then request the Federal Mediation and Conciliation Service to provide a panel of three (3) persons from which an Arbitrator shall be selected by alternate striking by the two representatives. This Arbitrator so selected, shall then constitute the Board of Arbitration and his decision shall be binding on the employee and both parties. The expense incurred in the Arbitration proceedings such as hearing room, stenographer, transcript for each party and the Arbitrator's fees shall be divided equally between the Union and the Employer.

(d) The Employer may at any time discharge any employee for proper cause. The Employer shall immediately notify the Union in writing of the discharge. If the Union concludes after investigation that the discharge was improper, the Union must file a written complaint with the Employer within five (5) days of the receipt of the written notice of the discharge. Any such written complaint must be discussed within forty-eight (48) hours and if the Employer and the Union fail to settle the complaint within forty-eight (48) hours, it shall be referred within twenty-four (24) hours to the Board of Arbitration as provided in paragraph (c) above. Should the Board of Arbitration find that the discharge was improper, the Employer shall reinstate the employee in accordance with the finding of the Board.

(e) No grievance will be recognized unless the procedure outlined above has been followed; however, the time limit set forth in Steps 2, 3, and 4 may be extended for a period of one week by the express written consent of the other party.

ARTICLE 6.

DISPUTE PROCEDURE (continued)

(f) The store manager will grant to any accredited Union Representative of Retail Clerks Local Union No. 204 the right to communicate with the employees of the store. Said Union Representative will not interfere with the normal operations of the Employer's business.

(g) The Employer will recognize a grievance for a rate change error retroactive to a maximum of nine (9) months from the date the grievance is filed.

ARTICLE 7.

NO STRIKE, NO LOCKOUT

667
During the term hereof, the Union agrees that there shall be no strike or any other interference with, or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout. However, no employee shall be required to cross a picket line which has been officially recognized by the Union and which has been established by a Labor Union affiliated with a recognized Central Labor Council Body chartered by the AFL-CIO in the area covered by this Agreement. In the event the Union should give official recognition to any picket line affecting the Employer, the Union will notify the Employer at least forty-eight (48) hours in advance of any participation by the Union. The Union agrees that, in the event a picket line is officially recognized by them, the employees shall not leave their jobs before completing the work at hand and properly accounting for all money, merchandise, and other property in their custody belonging to the Employer.

ARTICLE 8.

SENIORITY

(a) In layoffs and recalls seniority shall apply. Seniority shall be defined as the length of last continuous employment and the employee's experience and ability to perform the work. There shall be one seniority list for full-time employees and a separate seniority list for part-time employees. Seniority for layoffs shall be administered in accordance with the provisions of Appendix "D", attached.

(b) In the matter of permanent transfers, length of service shall be the controlling factor where experience and ability to perform the work are equal.

(c) In the matter of promotions within the bargaining unit, where experience and ability are equal, the employee having the greatest seniority shall receive preference. The employee shall be given a fair trial period of up to ninety (90) days.

(d) Seniority shall be considered broken if an employee is duly discharged by the Employer, if an employee voluntarily quits, if an employee has been laid off continuously for a period of more than three (3) months, or if an employee is called back to work after a

ARTICLE 8.

SENIORITY (continued)

layoff and does not indicate his intent to return to work within forty-eight (48) hours after notification and does not report for work within one (1) week after notification of the call back to work. Such call back and notification shall be by certified mail sent to the employee's last known address on file with the Employee Relations Department with a copy to the Union.

(e) An employee who is absent from work for three (3) consecutive working days without notifying his store manager and having bona fide excuse will be considered to have voluntarily quit.

(f) Employees who are promoted to a supervisory position with the Employer can upon written request return to their former position within six (6) months. Seniority shall not accumulate during the period the employee is in a supervisory position; however, he shall retain seniority already earned for the six (6) month period.

G10
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(g) The Employer will permit not more than four (4) employees a leave of absence without pay in order to attend a Union conference or convention to which said employee has been selected or appointed. The Union will notify the Employer the name of the delegate two (2) weeks in advance so that the employee's job may be adequately covered during such leave of absence. The leave of absence shall not exceed four (4) weeks and shall be limited to two (2) such leaves per year.

(h) Any two (2) members of the Union employed by the Employer during the period of this Agreement who is elected to permanent office in the Union or is assigned by the Union to any Union activity necessitating leave of absence shall be granted such leave of absence without pay for a maximum of one (1) year. Seniority shall not accumulate during the period the employee is on such a leave of absence; however, he shall retain seniority already earned for the one (1) year period. The leave may be renewed each year in writing.

(i) Part-time employees shall receive preference for full-time assignments based upon their length of service provided they are qualified to perform the available work.

G9
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(j) Upon proper written request to the Division Employee Relations Manager, the Employer may grant an employee's request for a leave of absence for a period of up to thirty (30) days, and may grant an extension of such leave for a similar period. Permission for such extension must be secured from the Employer, and any failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved. During such temporary leave, the Employer may designate any employee to fill the vacancy. The employee's length of service at the time such leave is granted shall govern his job assignment upon his return to work. The employee must give the Employer suitable advance notice of his return to work. The employee must make suitable arrangements for the continuation of Group Insurance payments. Leave of absence will not be granted for the purpose of accepting other employment.

ARTICLE 8.

SENIORITY (continued)

(k) Employees whose principal occupation (occupation is defined to exclude students) is other than with the Employer shall have no seniority over any full-time or part-time employee, but only among themselves in the same store. In the event of a reduction in the work force they shall be the first to be laid off. The Union hereby agrees to notify the store manager with a copy to the Division Employee Relations Manager of the names of any employees whom they consider to be covered by the provision of this paragraph in order for the provisions of this paragraph to be applicable to any such employees, or to affect in any way any other employee's rights under the provision of this Agreement.

ARTICLE 9.

PREGNANCY LEAVE

613
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A female employee with one (1) year of continuous employment may be granted a leave of absence without pay upon her written request supported by a statement from her physician certifying that she is pregnant and the anticipated birth date. Such leave shall begin when the employee becomes unable to perform her job properly or her health and safety become endangered because of her condition. The initial leave of absence shall not exceed eight (8) months; however, extensions may be granted for a cumulative total of one (1) year, if requested and granted in writing supported by proper medical evidence prior to each expiration.

In returning to work, she shall be returned to the store from which she left provided her length of service is greater than employees in similar job classification at work in the store. Should she not have seniority in that store, she may exercise her seniority as otherwise provided in this Agreement.

When returning from the leave, she must give the store manager fifteen (15) days notice of her desire to return to work.

ARTICLE 10.

WORKING CONDITIONS

(a) The hours for each employee shall be scheduled by the Employer.

(b) The Employer agrees to post a work schedule not later than noon Friday for the following week. The schedule for full-time employees shall not be changed during the workweek except in the case of emergencies beyond the control of the Employer such as fire, flood, wind storm, or other acts of nature. A part-time employee who is scheduled for work on a particular day shall receive his scheduled hours for that day provided he reports for work and works as scheduled. If it is necessary to change a part-time employee's work schedule, he shall be notified prior to store closing the previous day. A copy of the work schedule shall be available for the Shop Steward. Employees shall be listed on the schedule by their name as it appears on the store payroll.

If a full-time employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule that week in order to avoid the payment of overtime.

ARTICLE 10.

WORKING CONDITIONS (continued)

(c) Employees shall be allowed on their own time one (1) meal period of one (1) hour, to be scheduled approximately in the middle of each work day.

(d) There shall be no split shifts. Employees assigned to night stocking shall be allowed ten (10) hours between work shifts.

(e) The Employer agrees not to enter into any Agreement or contract with the employees individually or collectively, which in any way conflicts with the terms and provisions of this contract.

(f) Employees shall perform any work which the store manager may direct. When an employee is assigned to a job with a lesser rate of pay, he will be entitled to his regular rate of pay, unless due to a decrease of work he has been regularly assigned to a lower-rated job and desires to retain such job rather than be laid off.

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(g) Full-time employees shall be entitled to two (2) fifteen (15) minute rest periods per work day, one to be taken approximately in the middle of the first half of their shift. Part-time employees working four (4) hours or more shall receive one (1) rest period for each four (4) hours' work. Part-time employees scheduled to work seven (7) hours or more will receive two (2) rest periods.

(h) The Employer agrees to display the Union Store Card in a prominent place in the store. The Union card is and shall remain the property of the Union.

033
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(i) Uniforms which the Employer requires the employee to wear (three (3) for full-time and two (2) for part-time) shall be furnished and laundered by the Employer. However, where dacron or similar type uniforms are furnished to female employees such uniforms shall be laundered by the employee. The Employer will provide rain gear and replace it as it is worn out. Pants suits of a color and style compatible with the company uniform shall be permissible attire for female employees.

620
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(j) A full-time employee who serves on Jury Duty shall be paid for time necessarily lost from work provided, however, that the employee makes every reasonable effort to complete his work week as scheduled. The pay shall be the difference between each day's jury fee and the employee's regular rate for hours lost from work. An employee called to serve on jury duty for a week shall have Saturday scheduled as his day off. Employees scheduled to work night shifts will be re-scheduled to day shifts for the week of jury duty. A day shift employee may be re-scheduled to the night shift for that week as a replacement.

(k) In the case of a death in the immediate family (namely wife, husband, child, parent, foster parent, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, or daughter-in-law) of any employee requiring the employee's absence from his regularly scheduled assignments,

ARTICLE 10.

WORKING CONDITIONS (continued)

614
03 the employee shall be granted leave of absence with pay up to three (3) consecutive days. When an employee's normal time off falls within the three day period, he shall be reimbursed for the portion of time normally scheduled for work. The last day of the leave will not exceed the day after the funeral. If the employee is notified of the death while at work, he shall be excused from work for that day without loss of pay. Employee may request additional time off from work without pay from the store manager, provided this is done in advance of the first day of funeral leave.

(l) Any employee who is registered to vote will be allowed time off to vote in any regularly scheduled election in the event the polling places are not open at least two (2) hours before the start or after the end of the day's schedule.

(m) The Employer will provide time cards on which each employee will record the time he starts work and stops work. The Employer and the Union agree that a proven violation of time card rules including working before signing in or after signing out will subject an employee to disciplinary action up to and including discharge. Employee shall be paid for all time worked.

E42
2 (n) The Employer will make available a bulletin board or an appropriate space for the Union to post notices concerning the administrative affairs of the Union.

(o) Outside salesmen shall not be permitted to bag groceries, unload freight, or to stock merchandise other than their own; however, this shall not apply in the case of a new store opening or a store remodeling, or where such salesmen are building a store promotion display with related merchandise. Further, this provision shall not apply to the existing practice of a tobacco salesman stocking carton cigarettes only, nor shall it apply to merchandising tests or surveys conducted by outside companies.

(p) Adult part-time employees will receive preference for available hours in a work week up to and including forty (40) straight time hours per week in their specific store in accordance with their seniority and ability to perform the available work. High school students part-time employees will receive preference for available hours up to but not including thirty-two (32) hours per week in their specific store in accordance with their seniority and ability to perform the available work. It is agreed that the Employer may employ such part-time employees as may be required for the efficient operation of the store. Part-time employees must make their claim for available hours by noon Saturday following the posting of the work schedule.

(q) Qualified part-time employees shall be given preference for full-time employment over applicants with no previous service with the Employer.

ARTICLE 10.

WORKING CONDITIONS (continued)

449
98
(r) In the event the Employer introduces major technical changes affecting bargaining unit work, advance notice of such changes shall be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such changes before placing such changes into effect.

ARTICLE 11.

HOLIDAY PLAN

628
090
(a) The following shall be recognized as holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days legally celebrated in lieu thereof. A regular full-time employee shall receive eight (8) hours holiday pay at his regular straight-time hourly rate. A part-time employee with two (2) months continuous service who is scheduled to work during a holiday week and who reports for work and works as scheduled shall be paid holiday pay as follows: employees averaging more than thirty (30) hours for the four (4) weeks immediately preceding the holiday week shall receive six (6) hours holiday pay; employees averaging thirty (30) hours or less shall receive four (4) hours holiday pay.

(1) Overtime pay at time and one half (1½) on the week will not be paid during a holiday week until the hours actually worked exceed thirty-two (32) hours, excluding holiday hours worked.

(2) Employees who are absent during a holiday week or first scheduled work day following a holiday shall not be paid holiday pay unless such absence is due to proven illness or is approved in advance by the store manager. However, no employee shall receive holiday pay in any week in which he does not perform any work.

(b) Additional holidays shall be granted to employees with one (1) year or more of continuous service, as follows:

(1) A day of the employee's choice in the week of his birthday, provided the employee notifies the store manager of the day chosen by the first scheduled work day in the work week preceding his birthday. Should the employee fail to make his selection as prescribed above, the store manager shall designate the Saturday or Monday following the employee's birthday as the holiday.

(2) A day within thirty (30) days following the anniversary date of employment by mutual agreement of the store manager and the employee.

(3) Easter Monday where the Employer, at its option, closes the department. In the event that the Employer does not exercise this option, the employees will be eligible to receive an additional holiday to be taken in conjunction with their vacations.

(4) Effective 1-1-75, a holiday to be taken on the last regularly scheduled work day prior to the first week of vacation each year.

(5) Pay for the holidays in this section shall be governed by the terms and conditions set forth in Section (a) of this Article.

ARTICLE 11.

HOLIDAY PLAN (continued)

(c) The Employer agrees to close by 6:00 p.m. on Christmas Eve in any location where a majority of the competition also closes by 6:00 p.m.

(d) All work performed on holidays shall be paid for at the rate of time and one-half ($1\frac{1}{2}$) the employee's regular straight-time hourly rate, plus holiday pay. In the event a holiday falls on Sunday, employees will be paid a maximum of time and one-half ($1\frac{1}{2}$) for any work performed on such day. Holidays shall be considered as starting at midnight and ending at midnight. Holiday work for full-time employees shall be in addition to the holiday work week of thirty-two (32) hours.

ARTICLE 12.

VACATION PLAN

See Appendix "B" attached.

ARTICLE 13.

EMPLOYEE GROUP INSURANCE PLAN

See Appendix "C" attached.

ARTICLE 14.

PENSION PLAN

The "Colonial Stores Incorporated Employees' Pension Plan" (As Amended and Restated Effective January 2, 1966, and Further Amended Through January 1, 1969) shall remain in effect during the life of this Agreement including any improvements or changes that are made by the Company during the life of this Agreement. (See Appendix "E" attached.)

ARTICLE 15.

WAGES AND HOURS

(a) Rates of pay and job classifications set forth in Wage Schedule "E", attached hereto, shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

(b) The normal work week for all full-time employees shall consist of not more than forty (40) hours to be worked in five (5) days or less, except in stores which close one-half ($\frac{1}{2}$) day per week, in six (6) days or less. This shall not apply in the case of partial or complete interference with the normal operation of the Employer's business by fire, flood, strike, lack of materials or supplies caused by failure of delivery by outside persons or agencies or circumstances beyond the control of the Employer or tardiness, violation of rules and regulations or other fault of the employee.

All work performed by an employee in excess of eight (8) hours per day shall be paid at time and one-half ($1\frac{1}{2}$).

All work in excess of forty (40) hours per work week shall be paid at time and one-half ($1\frac{1}{2}$) times the employee's regular straight-time hourly rate of pay. All work performed on Sundays shall be

E31
125

E9
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E11
400

E15
80
E17
115

E21
400
E24
115

ARTICLE 15.

WAGES AND HOURS (continued)

F50
115
paid at the rate of time and one-half (1½) the employee's regular straight-time hourly rate of pay. Sunday work for full-time employees shall be in addition to the normal work week. Overtime will be paid on the week or on the day, whichever is greater, but not on both.

G16
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(c) Any employee covered by this Agreement, except students working after school hours, who reports for work as scheduled on any day shall be guaranteed not less than four (4) hours work for that day at his regular straight-time hourly rate providing such employee performs whatever work he is assigned. This guarantee shall not apply in case of partial or complete interference with the normal operation of the Employer's business by fire, flood, strike, lack of materials or supplies caused by failure of delivery by outside persons or agencies, or circumstances beyond the control of the Employer or tardiness, violation of rules and regulations or other fault of the employee. Students working after school hours shall be guaranteed not less than two (2) hours in any day. When school is not in session, they shall be guaranteed four (4) hours. After the completion of the probationary period, a part-time employee shall be guaranteed at least ten (10) hours of work in the normal work week provided the employee is available to work the hours scheduled by the store manager.

(d) No full-time employee shall be required to work more than two (2) nights in one week after 6:30 p.m.

(e) An employee who is qualified and who relieves a Head Cashier, Head Stock Clerk, or Head Produce Clerk for three (3) days or more shall receive the minimum contract rate in effect in the store involved for such time spent on relief.

H45
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H47
05
(f) A full-time employee, who is laid off due to a discontinuance of the job, store closing, or reduction in force, shall be entitled to one (1) week's notice or one (1) week's pay in lieu of notice. Such notice or pay in lieu of notice shall not apply to an employee who is discharged for proper cause.

(g) Previous comparable experience during the past three (3) years in the industry shall be considered for purposes of rate bracket determination subject to the following provisions:

- A3
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(1) Proven experience shown on the application for employment shall be the basis for determination of this employee's rate of pay.

H13
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(h) The schedule of progressive wage rates provided for in this Article depends on actual on-the-job experience and the development of skill and ability through work performance with the Employer during the monthly intervals specified. Therefore, an employee shall be credited only with full months of actual payroll service in making determination of the effective date of increase to the next higher rate progression step. An employee returned to work

ARTICLE 15.

WAGES AND HOURS (continued)

B24
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following any leave of absence provided for in this contract shall be paid at the current contract rate for the appropriate job classification based on his actual job experience with the Employer. However, an employee's absence from work not in excess of thirty (30) days due to proven illness or injury which occurs within the qualifying period between rate progression steps shall be counted as time worked for the purpose of qualifying for the next rate progression step.

F44
125

(i) A twenty-five (25¢) cents per hour premium in addition to the regular straight-time hourly rate of pay will be paid for all work performed on a regularly scheduled night stocking operation for such work performed between the hours of 9:00 p.m. and 6:00 a.m.

(j) No employee shall receive a reduction in hourly rate as a result of the signing of this Agreement.

E30
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H53

(k) When an employee is temporarily transferred to a store more distant than fifteen (15) miles, the Employer shall bear the travel expense involved. Mileage allowance shall be in accordance with Company policy. If the transfer is of a permanent nature, all expenses shall be borne by the employee.

(l) There shall be no pyramiding of premium pay and/or overtime hours throughout this Agreement.

ARTICLE 16.

MILITARY SERVICE

An employee who enters military service and returns for his job will be given full job reinstatement rights in accordance with the applicable Federal Laws.

ARTICLE 17.

GOVERNMENT REGULATIONS

The parties hereto agree that should any article, part or paragraph of this Agreement be declared by Federal or State Court of Final Jurisdiction or Federal or State Agency having jurisdiction thereof, to be unlawful, invalid, ineffective and unenforceable, said article, part or paragraph thereof shall not affect the validity and enforceability of any other article, part or paragraph thereof, and the remainder of this Agreement shall continue in full force and effect.

ARTICLE 18.

EQUAL OPPORTUNITY

E19-21
E23-24
11111

The Union and the Employer each agree separately and collectively that the referral and employment practices, including recruiting, hiring, promoting, training, and job opportunities shall be without regard to race, color, religion, sex, age, or national origin, and that equal opportunity shall be assured each individual.

ARTICLE 19.

EXPIRATION

This Agreement shall become effective on October 6, 1974, and continue in effect through October 3, 1976, and shall continue in effect thereafter from year to year unless either party serves notice in writing sixty (60) days prior to October 3, 1976, of a desire to terminate or to change this Agreement.

In the event either party serves such notice in respect to changes in this Agreement, the Union and the Employer shall begin negotiations as soon as practical and during the negotiations, the Agreement shall continue in effect.

All changes in this contract shall be effective the second Sunday following the execution of the new Agreement, except wage rates and other changes which will occur as specified during the life of this contract.

This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

IN WITNESS WHEREOF, the said parties have caused duplicate copies hereof to be executed by their fully authorized officers the _____ day of _____ 19____.

FOR THE UNION:

James L. Coppe

FOR THE COMPANY:

C. H. [Signature]

APPENDIX "A"

The Employer's retail food stores in the following counties in North Carolina are covered by this contract as provided in Article 2.

Alamance
Beaufort
Bertie
Carteret
Chatham
Columbus
Craven
Cumberland
Davidson
Davie
Durham
Edgecombe
Forsyth
Granville
Guilford
Halifax
Iredell
Lee

Lenoir
Martin
Moore
Nash
New Hanover
Onslow
Orange
Pitt
Randolph
Robeson
Rockingham
Rowan
Sampson
Scotland
Vance
Wake
Warren
Washington
Wayne
Wilson

VACATION PLAN

G36
10
(a) A vacation of one (1) week consisting of forty (40) hours pay to all full-time employees with one (1) year to three (3) years continuous full-time employment with the Company.

G40
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(b) A vacation of two (2) weeks consisting of eighty (80) hours pay to all full-time employees with three (3) years to seven (7) years continuous full-time employment with the Company.

G46
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(c) A vacation of three (3) weeks consisting of 120 hours pay to all full-time employees with seven (7) years to fourteen (14) years of continuous full-time employment with the Company.

G48
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(d) A vacation of four (4) weeks consisting of 160 hours pay to all full-time employees with fourteen (14) years to thirty (30) years of continuous full-time employment with the Company. Effective January 1, 1975, delete "thirty (30) years" and insert "twenty (20) years."

G56
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(e) A vacation of five (5) weeks consisting of 200 hours pay to all full-time employees with thirty (30) or more years of continuous full-time employment with the Company. Effective 1-1-75, delete "thirty (30) or more years" and insert "twenty (20) or more years."

(f) An employee qualifies for his first vacation or an increased vacation on his anniversary date of latest full-time employment. After this, he qualifies once as of January 1 of each succeeding year.

(g) If an employee who has not received his earned vacation is separated from the Company, he will receive pay in lieu of his vacation in accordance with the amounts stated in either (a), (b), (c), (d), or (e) above, except for a discharge of dishonesty.

(h) Eligible employees returning from absence from work will have vacation pay reduced as follows:

1. Eligible employees who are paid for 1560 hours or more will not have vacation pay reduced.
2. Eligible employees who are paid for 1040 hours or more but less than 1560 hours will have vacation pay reduced by one-fourth ($\frac{1}{4}$).
3. Eligible employees who are paid for 520 hours or more but less than 1040 hours will have vacation pay reduced by one-half ($\frac{1}{2}$).
4. Eligible employees who are paid for less than 520 hours will be disqualified for vacation pay for that year.

(i) If a holiday listed in Article 11 falls within an employee's vacation time, he will be allowed an additional day's vacation with pay.

(j) All 52 weeks shall be available for vacations.

(k) An employee will receive his vacation pay before he leaves for his vacation.

(l) Former employees returning from a Military Leave of Absence and after three (3) months at work before October 15, will be allowed vacation with pay in accordance with the above provisions. Time spent on Military Leave of Absence will count as Company service in qualifying for the above vacation benefits.

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(m) Employees who are called to duty to attend National Guard or established Reserve Unit training may elect to take their vacation in addition to such leave of absence without pay from work for such training.

(n) Wherever possible, vacations may be scheduled based on length of service providing this does not interfere with the efficient operation of the Employer's stores.

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(o) Part-time employees with one (1) year or more of continuous service shall receive pro rata vacation with pay equal to the number of hours worked in the qualifying year divided by fifty-two (52). Part-time vacations shall be administered in accordance with the provisions set forth in paragraph (a) through (m) above.

(p) Part-time employees receiving vacation pay set forth above shall be scheduled off work one (1) full week for each week for which they receive vacation pay.

(q) Employees moving from part-time to full-time shall be credited with vacation on a basis of 2,080 hours equals one (1) year's continuous service.

INSURANCE

(a) The term "eligible employee" shall mean an employee who has worked an average of thirty-two (32) hours per week for a period of four (4) consecutive calendar weeks (128 hours). Such an employee becomes eligible for Health and Welfare benefits on the first day of the second calendar month immediately following completion of the four (4) consecutive calendar weeks (128 hours) and such date shall hereinafter be referred to as his eligibility date.

In the case of part-time employees, effective January 1, 1975, the term "eligible employee" shall mean an employee who has worked an average of ten (10) hours or more per week for the twelve (12) consecutive weeks immediately preceding the first of any month. Such an employee becomes eligible for Health and Welfare benefits on the first day of the second calendar month immediately following twelve (12) consecutive weeks and such date shall hereinafter be referred to as his eligibility date.

(b) Effective on the first day of the calendar month immediately following completion of the four (4) consecutive calendar weeks (128 hours) the Employer shall continue to contribute the sum of forty-eight dollars (\$48.00) per month for each eligible employee to the Health and Welfare Trust Fund established pursuant to a Health and Welfare Trust Agreement entered into by the parties hereto for the purpose of providing Health and Welfare benefits. Such Health and Welfare Trust Fund shall continue to be a jointly administered Employer and Union Trust Fund.

Effective January 1, 1975, delete "forty-eight dollars (\$48.00) per month" and insert "fifty-two dollars (\$52.00) per month." Effective January 1, 1976, delete "fifty-two dollars (\$52.00) per month" and insert "fifty-six dollars (\$56.00) per month."

Effective January 1, 1975, the Employer shall contribute ten dollars (\$10.00) per month for each eligible part-time employee. Effective January 1, 1976, delete "ten dollars (\$10.00) per month" and insert "thirteen dollars (\$13.00) per month." Until January 1, 1975, part-time contributions will be made as set out in the previous contract.

(c) Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following:

1. A layoff or leave of absence of ninety (90) calendar days or more except as otherwise provided below:
2. The employee's ceasing to be an eligible employee due to his failure to work an average of thirty-two (32) hours or more per week for four (4) consecutive calendar weeks (128 hours), or in the case of a part-time employee, due to his failure to work an average of ten (10) hours or more per week for the twelve (12) consecutive weeks immediately preceding the first of any month.

INSURANCE (continued)

For the purpose of this paragraph, an eligible employee who is on an approved leave of absence of two (2) weeks or less or on military leave of absence of two (2) weeks or less shall be credited with hours he would normally have worked on such week or weeks.

(d) Contributions to the Trust Fund shall be continued under the following conditions:

1. In case of a non-work accident, six (6) months' contribution following the month in which the employee incurred the accident.
2. In case of pregnancy, six (6) months' contribution after the month in which the employee begins her pregnancy leave of absence.
3. In case of illness, six (6) months' contribution following the month in which the illness occurs.
4. In case of compensable injury, contribution shall be continued until the North Carolina Industrial Commission makes its determination.

(e) The Employer will resume the monthly Health and Welfare contribution the month following that month in which an employee returns to work following an absence due to illness, injury, pregnancy, or any authorized leave of absence provided for in this Agreement, when contributions have been suspended as provided for under paragraphs (c) or (d) above, provided that the employee had been qualified for Health and Welfare contributions at the time the absence commenced.

LAYOFF PROCEDURE

1. For the purpose of Administration, "Administrative Zone" refers to the Employer's stores covered by this Agreement listed in Appendix "A". "Administrative District" refers to the Employer's District Managers' District as listed below and is subject to change in accordance with any change in such District line-up.

Administrative District

<u>District #1</u>	Vance Granville Warren
<u>District #2</u>	Guilford Rockingham Davidson Forsyth
<u>District #3</u>	Alamance Orange Durham
<u>District #4</u>	Wake
<u>District #5</u>	Wayne Washington Halifax Nash Edgecombe Martin Wilson
<u>District #6</u>	Pitt Onslow Lenoir Carteret Craven Beaufort New Hanover
<u>District #7</u>	Sampson Cumberland Scotland Robeson Lee Moore Columbus

2. On layoff, the least senior full-time employee in his classification in his store, who would otherwise be reduced to part-time status, has the options shown below:

- a. He may displace the least senior full-time employee in his classification in his County. If he is the least senior employee in his classification in his County he may:
- b. Displace the least senior full-time employee in his classification in his Administrative District. If he is the least senior full-time employee in his classification in his District, he may:
- c. Displace the least senior full-time employee in his classification in the Administrative Zone. If he is the least senior full-time employee in the Administrative Zone, he may:
 - (1) Accept part-time work in his store by claiming the part-time schedule calling for the least reduction in the number of hours worked.
 - (2) Go on layoff status.

3. Any employee who waives his option under paragraphs a, b, or c above may exercise only the options under sub-paragraphs (1) or (2) above.

4. Part-time employees may be laid off on a store basis and if they wish to exercise their seniority on a county-wide basis or in the Administrative District, they must advise their store manager or district manager at the time of layoff.

5. Once an employee accepts one of the options above he has no right to any additional option.

CAROLINA RETAIL CLERKS LOCAL 204

WAGE SCHEDULE

CLASSIFICATIONS	EFFECTIVE 10-6-74	EFFECTIVE 4-1-75	EFFECTIVE 10-5-75	EFFECTIVE 7-13-76
STOCK CLERKS/ CHECKERS F/T & P/T				
Start	\$3.68		\$3.90	\$4.13
6 months	3.885		4.115	4.365
12 months	4.08		4.32	4.58
18 months	4.31		4.57	4.84
24 months	4.54		4.81	5.10
30 months	5.00		5.40	5.75
PART-TIME 1st 9 months	3.15		3.37	3.60
HEAD CASHIERS	5.065	5.25	5.65	6.00
HEAD STOCK CLERKS				
Under 15,000	5.045		5.445	5.795
15,001 - 25,000	5.095		5.495	5.845
25,001 - 35,000	5.145		5.545	5.895
35,001 - 45,000	5.195		5.595	5.945
45,001 - 65,000	5.245		5.645	5.995
65,001 & Over	5.395		5.795	6.145
HEAD PRODUCE CLERKS				
Under 15,000	5.065		5.465	5.815
15,001 - 25,000	5.165		5.565	5.915
25,001 - 35,000	5.240		5.640	5.99
35,001 - 45,000	5.315		5.715	6.065
45,001 - 65,000	5.415		5.815	6.165
65,001 & Over	5.565		5.965	6.315

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WAGE SCHEDULE

Rates of pay set forth above shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

(1) After nine (9) calendar months at the part-time rate, a Part-Time Clerk will advance to the starting wage progression rate of the "Full-Time" wage schedule. Employees presently on twelve (12) month progression may continue on a twelve (12) month progression or begin a nine (9) month progression, whichever comes sooner. In no case, however, will the part-time progression exceed nine (9) months.

(2) Part-time employees shall thereafter receive increases based on the rate progression schedules set forth in the above "Wage Schedule", except that the time for progression shall be nine (9) months.

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(3) Employees whose classification is changed from part-time to full-time shall receive the next highest progression rate in that classification over the part-time rate the employee is receiving at that time, and increases every six (6) months thereafter according to the progression rates set forth above.

(4) In stores under \$15,000 per week where there is a full-time checker who performs some of the duties normally performed by a head checker, said employee will be reclassified as a head checker.

A. Volume bracket rates as of the effective date of this contract shall be established by applying the average weekly store sales volume for the thirteen (13) Colonial accounting periods ending October 5, 1974. Rates to be effective in following years shall be established by applying the average weekly store sales volume for the thirteen (13) Colonial accounting periods ending immediately prior to the anniversary dates of this contract.

B. On new stores or stores which may be remodeled, the Head Produce Clerk and Head Stock Clerk shall be paid their previous rate for fourteen (14) weeks. At the end of fourteen (14) weeks, the store will be reclassified based on the average weekly sales for the twelve (12) weeks immediately following the first two (2) weeks after opening or remodeling and the Head Produce Clerk and Head Stock Clerk's rate will then be adjusted to the new classification with retroactive adjustment to the opening of the store.

C. Anyone employed as a Head Produce Clerk or Head Stock Clerk on the date of execution of the new Agreement who is assigned to a store which falls below \$15,000 in average weekly sales volume during the term of the new Agreement will not be downgraded as long as they continue to be assigned to that store.

COLONIAL STORES INCORPORATED

POLICY STATEMENT

1. A full-time employee with one (1) year or more of continuous full-time service who is involuntarily scheduled to part-time work, but who continues to work an average of 32 hours during any 12 consecutive week period shall:

- (a) Retain and continue to accumulate full-time seniority.
- (b) Receive full-time vacation benefits for which the employee had qualified or for which he may qualify based on length of service while working less than a full work week. Vacation pay shall be prorated based on the average hours which the employee has worked during the preceding fiscal year.
- (c) Continue full-time group insurance coverage - the insurance class shall be determined by multiplying the employee's straight-time hourly rate by the average weekly hours worked during the preceding fiscal year.
- (d) Receive full-time holiday pay.

2. An employee covered by the policy in paragraph 1 above who works an average of less than 32 hours per week in any twelve consecutive week period will be permanently reclassified to part-time status and benefits.

3. An employee qualifying under paragraph 1 above who refuses available full-time work will be permanently reclassified to part-time status and benefits.

4. An employee covered by the policy in paragraph 1 who works an average of less than 32 hours in any twelve consecutive week period and is therefore reduced to part-time status and benefits, may requalify for full-time benefits as described in paragraph 1 at the end of any twelve consecutive week period during which said employee works an average of 32 hours or more.

5. An Adult Part-time employee who works four consecutive weeks of forty hours per week will be reclassified to full-time status as of Monday following the 4th week of said qualifications.

May 7, 1975

A & P Tea Company, North Carolina and South Carolina

1. Approximate number of employees involved - - - - - 500
2. If multiemployer contract, indicate the number of employers- N/A
3. General location of agreement - - - - - -Charlotte Division
4. Product, service or type of business- - - - - -Food
5. Effective date- -October 20, 1974 and expiration date - October 23, 1976

1st Colonial Stores, Inc., North Carolina

1. Approximate number of employees involved - - - - - -1375
2. If multiemployer contract, indicate the number of employers - - N/A
3. General location of agreement - - - - - -Raleigh Division
4. Product, service or type of business - - - - - -Food
5. Effective date = October 6, 1974 and expiration date - October 3, 1976

Colonial Stores, Inc., South Carolina

1. Approximate number of employees involved - - - - - -611
2. If multiemployer contract, indicate the number of employers - - N/A
3. General Location of agreement - - - - - -Columbia Division
4. Produce, service or type of business - - - - - -Food
5. Effective date - September 9, 1973 and expiration date - December 13, 1975

Retail Clerks Union, Local 204

P.O.Box 1681

Durham, N.C. 27702

I-X-10/3/76